

— **EXHIBIT 3** —

SCHEDULE OF PROTECTION

1. This schedule of Protection Agreement (The "Agreement") is made as of the _____ day of _____ 20____ by and between Alliance Security, Inc. , the "Company" and the "Customer" listed below who owns the residence or business located at the address shown below (the "Premises").

Subscriber Information Form

NOTE: Shaded areas for sales rep. to complete

<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NEW INSTALL	<input type="checkbox"/> NEW CONNECT	DEALER NAME:	DEALER NUMBER:
<input type="checkbox"/> COMMERCIAL	<input type="checkbox"/> SYSTEM MOVE	<input type="checkbox"/> CUSTOMER MOVE	ACCOUNT NUMBER:	<input type="checkbox"/> CONTRACT MONITORING <input type="checkbox"/> PURCHASE <input type="checkbox"/> CORP/GOV
<input type="checkbox"/> DSL or Broadband Phone Service	<input type="checkbox"/> Privacy Manager	OLD ACCOUNT NUMBER:	CONFIRMATION NUMBER:	

Subscriber Information

NAME: (Last, First):		PREMISE TELEPHONE:		ENHANCED VERIFICATION TELEPHONE:	
STREET ADDRESS:		Address 2:		Subscriber Password:	
CITY:	STATE:	ZIP:	COUNTY:	PERMIT#	Permit Exp.:
Alarm Notification Email Address:		Primary Language:		Alt. Language:	Email Address:

Dealer Information

Panel Type:	<input type="checkbox"/> Wireless <input type="checkbox"/> Hardwire <input type="checkbox"/> Both	REPORTING FORMAT: <input type="checkbox"/> CNTID <input type="checkbox"/> SIA <input type="checkbox"/> 4X27 <input type="checkbox"/> Other	
<input type="checkbox"/> Cell Primary <input type="checkbox"/> Cell Backup	2-Way Conf.#	CSID NUMBER:	Installer Code:
Dealer Default:	PANEL TELEPHONE #	Panel Location:	
Secondary Communication Account Number:		<input type="checkbox"/> Alarm Net	<input type="checkbox"/> Alarm.Com <input type="checkbox"/>

Subscriber Contact List

Name	()				
Name	()				
Name	()				

2. Purchase of the System. Customer hereby agrees to buy, and Company hereby agrees to sell, at the Premises the Alarm system described below and incorporated herein for all purposes by this reference (the "System"), in accordance with the terms and conditions hereinafter set forth.

Installation & Equipment Sales

Post Installation Upgrades

Item/Equipment	Pts.	Pre-Install	Rep			Tech		
Panel Type			Qty	Price	Total	Qty	Price	Total
				Subtotal		\$		
				TOTAL		\$		

Item/Equipment		Rep Upgrades		Tech Upgrades		Total
Panel Type	Qty	Price	Total	Qty	Price	Total
			Subtotal	\$		
			TOTAL	\$		

ZONE INFORMATION (Document both existing and new zones on system)

[illegible]

ZONE INFORMATION (Document both existing and new zones on system)

[illegible]

Customer Authorization : To Be Completed by Customer Only

Y	N	1. Are you the homeowner?	Y	N	7. I have been properly instructed on the use and operation of the alarm system (i.e. arming & disarming the system).
Y	N	2. Is your home new construction?			
Y	N	3. Are you under any contractual agreement/obligation with any other company for monitoring services?	Y	N	8. I understand I am responsible for obtaining and paying for any permits or fees required by my city/county.
Y	N	4. I understand that Alliance Security, Inc., or any representative of Alliance Security, Inc., cannot be responsible for cancelling any services with my current security company(if applicable).	Y	N	9. If equipment is removed, I understand that I am responsible for all required repairs to walls and/or frames
Y	N	5. I understand that I have signed an agreement to receive monitoring services for (60) months.	Y	N	10. I have received an Alarm User Manual, Instructional DVD, yard sign and window decals from the technician.
Y	N	6. I understand the Activation and Installation fee is non-refundable once the security system is installed.	Y	N	11. I am satisfied with the quality of the installation and the technician offered to clean up before he/she left the home.

Secondary Communication
Account Number: ☐ Alarm Net ☐ Alarm.Com ☐

2. **Purchase of the System.** Customer hereby agrees to buy, and Company hereby agrees to sell, at the Premises the Alarm system described below and incorporated herein for all purposes by this reference (the "System"), in accordance with the terms and conditions hereinafter set forth.

[illegible]

ZONE INFORMATION (Document both existing and new zones on system)					

[illegible]

Item/Equipment	Re
----------------	----

5. **EXISTING INFORMATION** (Document both existing and new zones on system)

[illegible]

Are you the homeowner? ☒ Y ☐ N 7 I have been properly instructed on the use and operation of the alarm system.

- By signing below, Customer acknowledges that the Company has authorization to deduct the Total Payment Due from the Account provided

ACCEPTANCE AT INSTALLATION AND COPY RECEIVED BY:

☐ ☐ ☐

Credit Card # _____

Billing Address _____

3. PURCHASE PRICE AND PAYMENT. Customer agrees to pay to Company for the System and the installation thereof the total amount shown, prior to completion of installation of the System.

4. Installation of the System. Company agrees to install of cause to be installed the System at the Premises in a workmanlike manner and in compliance with applicable laws, regulations and industry standards, and to furnish all material and labor necessary for such installation, subject to the following conditions: (a) Customer authorizes and empowers the Company to enter upon the Premises for such purpose and agrees to make the Premises available for such purpose during normal working hours (constituting 8:00am – 5:00pm, Monday through Friday, excluding national holidays); (b) Customer will provide required electrical power outlets at the location or locations designated by Company for equipment requiring such power; (c) Customer will provide any communication network to which the system may be connected, including any internet, intranet, cable, transmission, or telephone lines and service (Company recommends the Customer properly install a RJ31X jack for connection of the System to Customer's telephone service); (d) Customer understands that installation will require drilling and cutting into certain parts of the Premises, which shall be identified to Customer before the work commences, and that certain wiring may be required to be exposed, although Company will attempt to conceal wiring in the furnished areas of the Premises whenever possible, and Customer agrees to provide for lifting and replacing carpeting, if required, for installation of floor mats, switches, or wiring; and (e) Company will attempt to complete installation within 14 days following execution of this Agreement by Company, but Company expressly assumes no liability for delay in installation of the System due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, act of God, shortages of labor or materials, or any other cause beyond the control of Company.

5. TITLE TO THE SYSTEM; RISK OF LOSS. Customer acknowledges and agrees that title to and ownership of the System, and all component parts, shall remain the sole and exclusive property of Company until Customer has paid in full all amounts required hereunder. However, until the System has been paid for in full by Customer, Customer shall bear the entire risk of loss to the System. If Customer defaults in any payment under this agreement for the System, the Customer hereby authorizes and empowers Company to enter upon the Premises and to remove the System. Removal of the System shall not be deemed a waiver of Company's right to damages or to collect any payment due hereunder, and Company shall continue to have the right to enforce any legal remedy or right available to Company. Further, Company shall be in no way obligated to restore the Premises to its original condition or redecorate same in the event the System is removed as a result of Customer's default.

6. LIMITED ONE YEAR WARRANTY. a) Company warrants that the System will be free from defects in material and workmanship under normal use and operating conditions for a period of one year from the date of installation. Company will repair or replace, at Company's sole option, any component of the System proven to be defective during such period without further charge to Customer. b) Warranty Service will be furnished during Company's regular business hours of Monday – Friday, excluding holidays, from 8:00 a.m. until 5:00 p.m. Emergency Service provided at other times shall be paid by Customer at Company's customary rate. Customer must provide full access to the Premises and to the System requiring repair at the time agreed upon by Company and Customer. c) Warranty Service excludes: repair of the system as a result of: replacement of batteries; or damage from accident or abuse; misuse; faulty communication network, transmission, telephone or electrical connections; unauthorized repair, modification of or tempering with the System; remodeling or construction; vandalism, theft, acts of God, cosmetic damage, or other causes other than normal wear and tear. Company reserves the right to use new or reconditioned parts in fulfillment of this warranty, and retain any parts removed from the System. Parts required which were not defective shall be at additional cost to Customer. Company shall not be responsible for failure to render service due to causes beyond Company's control. d) Company shall not be required to make repairs or replace any parts of the System that has been abused or not operated in accordance with instructions provided to Customer. Any other service provided shall be paid by Customer at Company's prevailing material and hourly rates.

7. DISCLAIMER OF ALL OTHER WARRANTIES. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM OR ANY MONITORING SERVICE WILL PREVENT ANY LOSS BY BURGLARY, FIRE, HOLD-UP OR OTHERWISE, OR THAT THE SYSTEM OR ANY MONITORING SERVICE WILL IN ALL CASES PROVIDE THE NOTIFICATION SERVICE FOR WHICH IT IS INTENDED. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE SYSTEM OR ANY MONITORING SERVICE, THEIR MERCHANTABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CUSTOMER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY CONTAINED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, THAT CLIENT IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE AGREEMENT HEREOF. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT CUSTOMER ASSUMES ALL RISK OF PERSONAL INJURY AND LOSS OR DAMAGE TO CUSTOMER'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CUSTOMER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 10 AND 11, WHICH SET FORTH COMPANY'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO CUSTOMER OR ANYONE ELSE.

8. ACCEPTANCE OF INSTALLATION. Customer hereby acknowledges and agrees that any error or omission in the installation of the System must be brought to the attention of Company in writing within five (5) days after the completion of installation; otherwise, the installation shall be deemed accepted by and satisfactory to Customer.

9. NOT A MONITORING CONTRACT. Customer hereby acknowledges and agrees that this Agreement is not a monitoring contract and does not provide for monitoring services to be provided by Company or any other party with respect to the System. Monitoring service to be provided to Customer with respect to the System shall be pursuant to a separate agreement to be separately negotiated by the parties, if desired. Customer acknowledges that the central station receiver telephone number is the property of Company. Upon expiration or cancellation of the Agreement, Customer will be charged for extended use and signals sent to this telephone number.

10. COMPANY IS NOT AN INSURER. LIMITATION OF LIABILITY. CUSTOMER AGREES

OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT; (B) THE UNCERTAINTY OF THE RESPONSE TIME OF THE POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, OR OTHERS, SHOULD THE POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, OR OTHERS, BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED; (C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY COMPANY'S FAILURE TO PERFORM OR BY THE SYSTEM TO OPERATE; (D) THE UNCERTAIN NATURE OF OCCURRENCES WHICH MIGHT CAUSE INJURY OR DEATH TO CUSTOMER OR ANY OTHER PERSON WHICH THE SYSTEM IS DESIGNED TO DETECT OR AVERT OR, (E) THE NATURE OF THE SERVICE TO BE PERFORMED BY COMPANY. CONSEQUENTLY, CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR EVEN IF DUE TO THE ACTIVE OR POSSIBLE SOLE, JOINT OR SEVERAL NEGLIGENCE OF THE COMPANY OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR CONTRACTORS, OR TO THE IMPROPER PERFORMANCE OF AND/OR FAILURE TO PERFORM OF THE SYSTEM, OR TO BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO MONITORING FACILITIES, IN EXCESS OF THE MAXIMUM SUM OF TWO HUNDRED FIFTY DOLLARS (\$250.00) AND THIS LIABILITY SHALL BE EXCLUSIVE. If Customer wishes Company to assume a greater limited liability, Customer may obtain from Company a higher limitation of liability by paying an additional charge to Company. If Customer elects to exercise this option, a rider shall be attached to this Agreement setting forth such additional charges. Such rider and additional obligation shall in no way be interpreted to hold Company as an insurer.

11. THIRD PARTY INDEMNIFICATION. When Customer in the ordinary course has the property of others in Customer's custody or other persons are on the Premises, or the System extends to protect other persons or property of others, Customer agrees to and shall indemnify, defense, and hold harmless Company and its employees and agents, from and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims, demands, or lawsuits, regardless of cause, including Company's performance or failure to perform any of the obligations herein, Company's negligence, or a failure of the System, whether these claims are based upon negligence, express or implied warranty, contribution, indemnification, strict liability, or product liability, on the part of Company or its employees or agents.

12. SUBROGATION. Customer hereby releases, discharges, and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in, about or to the Premises whether said claims are made by Customer, Customer's agents, or insurance company or other parties claiming under, or through Customer. Customer agrees to indemnify Company against and defend and hold Company harmless from any action for subrogation which may be brought again Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs, and attorney's fees. Customer shall notify Customer's insurance carrier of the terms of this provision.

13. LIMITATION OF ACTIONS. Waiver of Jury Trial. Both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action there from. In addition, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this Agreement (whether based upon contract, negligence or otherwise).

14. CHANGES IN STANDARDS AND REGULATIONS OF REGULATORY AGENCIES. Company shall not be responsible nor liable for any costs or changes necessitated by changes in the regulations and standards of any regulatory agencies after the date of execution of this Agreement. Customer shall be responsible for and shall pay to Company the cost of any additions, corrections or changes to the System that may be requested or required, after the execution of this Agreement by Customer, by any of the regulatory agencies or institutions, including, but not limited to any State Fire Marshall, any insurance companies, the National Fire Protection Association, Underwriters' Laboratories, Inc., or any other municipal or local police, fire or electrical agencies.

15. COMPANY'S RIGHT TO FILE MECHANIC'S LIEN. Customer acknowledges that Customer is aware that if Customer defaults in the performance of any of the terms or conditions of this Agreement, Company may have the right to record a Mechanic's Lien upon any property upon which Company has bestowed labor and/or furnished material or appliances or equipment, for the value of such labor done, or materials furnished, and/or for the value of the use of such appliances or equipment, whether done or furnished at the instance of the owner or any personal acting by or under the authority of the owner, or under the owner as a contractor or otherwise. Customer may be entitled to protect himself/herself/itself under applicable law again such claims either by filing with the court a "No Lien Agreement" or a payment bond, depending upon the law of the state where the Premises is located.

16. TESTING. It is the responsibility of Customer to test the System for proper operation periodically, but not less than monthly.

17. INTEREST. Any Amounts due Company and past due for thirty (30) days will be subject to a one and one-half percent (1.5%) interest charge for each month on the unpaid balance, this being equivalent to 18% per year, or will be subject to the maximum annualized interest rate allowed by applicable law, whichever is the lesser amount.

18. INVALID PROVISIONS. If any of the terms or provisions of the Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

19. DEFAULT. In the event of default by Customer in the performance of any of the terms or conditions of the Agreement, including timely payment of any amounts due to Company, Company may pursue any one or more of the following remedies, which shall be cumulative and nonexclusive: (a) recover from Customer the total unpaid balance of the sum provided from in Paragraph 2, and any other sum provided for herein; (b) repossess the System; (c) immediately cease further work on the installation of the System; (d) terminate this Agreement by giving ten (10) day written notice to Customer; and (e) pursue any other remedy at law now or hereafter existing. In the event of a repossession of the System and resale thereof, Customer shall be responsible to Company for any deficiency remaining after Company applies the proceeds of such resale, first to all costs of repossession and resale, including, but not limited to, storage, repair, renovation, alteration, attorney's fees, collection costs and commissions, and then to the

3. LIMITED ONE YEAR WARRANTY. a) Company warrants that the System will be free from defects in material and workmanship under normal use and operating conditions for a period of one year from the date of installation. Company will repair or replace, at Company's sold option, any component of the System proven to be defective during such period without further charge to Customer. b) Warranty Service will be furnished during Company's regular business hours of Monday – Friday, excluding holidays, from 8:00 a.m. until 5:00 p.m. Emergency Service provided at other times shall be paid by Customer at Company's customary rate. Customer must provide full access to the Premises and to the System requiring repair at the time agreed upon by Company and Customer. c) Warranty Service excludes: repair of the system as a result of; replacement of batteries; or damage from accident or abuse; misuse; faulty communication network, transmission, telephone or electrical connections; unauthorized repair, modification or tampering with the System; remodeling or construction; vandalism, theft, acts of God, cosmetic damage, or other causes other than normal wear and tear. Company reserves the right to use new or reconditioned parts in fulfillment of this warranty, and retain any parts removed from the System. Parts required which were not defective shall be at additional cost to Customer. Company shall not be responsible for failure to render service due to causes beyond Company's control. d) Company shall not be required to make repairs or replace any parts of the System that has been abused or not operated in accordance with instructions provided to Customer. Any other service provided shall be paid by Customer at Company's prevailing material and hourly rates.

7. **DISCLAIMER OF ALL OTHER WARRANTIES.** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM OR ANY MONITORING SERVICE WILL PREVENT ANY LOSS BY BURGLARY, FIRE, HOLD-UP OR OTHERWISE, OR THAT THE SYSTEM OR ANY MONITORING SERVICE WILL IN ALL CASES PROVIDE THE NOTIFICATION SERVICE FOR WHICH IT IS INTENDED. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE SYSTEM OR ANY MONITORING SERVICE, THEIR MERCHANTABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CUSTOMER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY CONTAINED HERE-IN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, THAT CLIENT IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE AGREEMENT HEREOF. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT CUSTOMER ASSUMES ALL RISK OF PERSONAL INJURY AND LOSS OR DAMAGE TO CUSTOMER'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CUSTOMER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 10 AND 11, WHICH SET FORTH COMPANY'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO CUSTOMER OR ANYONE ELSE.

8. ACCEPTANCE OF INSTALLATION. Customer hereby acknowledges and agrees that any error or omission in the installation of the System must be brought to the attention of Company in writing within five (5) days after the completion of installation; otherwise, the installation shall be deemed accepted by and satisfactory to Customer.

9. NOT A MONITORING CONTRACT. Customer hereby acknowledges and agrees that this Agreement is not a monitoring contract and does not provide for monitoring services to be provided by Company or any other party with respect to the System. Monitoring service to be provided to Customer with respect to the System shall be pursuant to a separate agreement to be separately negotiated by the parties, if desired. Customer acknowledges that the central station receiver telephone number is the property of Company. Upon expiration or cancellation of the Agreement, Customer will be charged for extended use and signals sent to this telephone number.

10. COMPANY IS NOT AN INSURER: LIMITATION OF LIABILITY. CUSTOMER AGREES AND UNDERSTANDS THAT COMPANY IS NOT AN INSURER, THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY, INCLUDING DEATH, AND ALL REAL OR PERSONAL PROPERTY LOSS OR DAMAGE IN, ABOUT OR TO THE PREMISES SHALL BE OBTAINED BY CUSTOMER; THAT **COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** THAT THE SYSTEM WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM IS DESIGNED TO DETECT OR AVERT. CUSTOMER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM COMPANY'S NEGLIGENCE, A FAILURE OF COMPANY TO PERFORM ANY OF COMPANY'S OBLIGATIONS HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY BREACH OR FAILURE BY COMPANY TO PERFORM UNDER ANY SERVICE CALL OR AGREEMENT, FAILURE TO REASONABLY RESPOND TO SERVICE REQUEST, FAILURE OF THE SYSTEM, COMMUNICATION NETWORKS, MONITORING SERVICE, OR EQUIPMENT TO PROPERLY OPERATE WITH A RESULTING LOSS TO CUSTOMER BECAUSE OF, AMONG OTHER THINGS: (A) THE UNCERTAIN AMOUNT OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PREMISES WHICH MAY BE LOST, STOLEN DESTROYED, DAMAGED

12. SUBROGATION. Customer hereby releases, discharges, and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in, about or to the Premises whether said claims are made by Customer, Customer's agents, or insurance company or other parties claiming under, or through Customer. Customer agrees to indemnify Company against and defend and hold Company harmless from any action for subrogation which may be brought against Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs, and attorney's fees. Customer shall notify Customer's insurance carrier of the terms of this provision.

13. LIMITATION OF ACTIONS. Waiver of Jury Trial. Both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action there from. In addition, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this Agreement (whether based upon contract, negligence or otherwise).

14. CHANGES IN STANDARDS AND REGULATIONS OF REGULATORY AGENCIES. Company shall not be responsible nor liable for any costs or changes necessitated by changes in the regulations and standards of any regulatory agencies after the date of execution of this Agreement. Customer shall be responsible for and shall pay to Company the cost of any additions, corrections or changes to the System that may be requested or required, after the execution of this Agreement by Customer, by any of the regulatory agencies or institutions, including, but not limited to any State Fire Marshall, any insurance companies, the National Fire Protection Association, Underwriters' Laboratories, Inc., or any other municipal or local police, fire or electrical agencies.

15. COMPANY'S RIGHT TO FILE MECHANIC'S LIEN. Customer acknowledges that Customer is aware that if Customer defaults in the performance of any of the terms or conditions of this Agreement, Company may have the right to record a Mechanic's Lien upon any property upon which Company has bestowed labor and/or furnished material or appliances or equipment, for the value of such labor done, or materials furnished, and/or for the value of the use of such appliances or equipment, whether done or furnished at the instance of the owner or any personal acting by or under the authority of the owner, or under the owner as a contractor or otherwise. Customer may be entitled to protect himself/herself/itself under applicable law again such claims either by filing with the court a "No Lien Agreement" or a payment bond, depending upon the law of the state where the Premises is located.

16. TESTING. It is the responsibility of Customer to test the System for proper operation periodically, but not less than monthly.

17. INTEREST. Any Amounts due Company and past due for thirty (30) days will be subject to a one and one-half percent (1.5%) interest charge for each month on the unpaid balance, this being equivalent to 18% per year, or will be subject to the maximum annualized interest rate allowed by applicable law, whichever is the lesser amount.

18. INVALID PROVISIONS. If any of the terms or provisions of the Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

19. DEFAULT. In the event of default by Customer in the performance of any of the terms or conditions of the Agreement, including timely payment of any amounts due to Company, Company may pursue any one or more of the following remedies, which shall be cumulative and nonexclusive: (a) recover from Customer the total unpaid balance of the sum provided for in Paragraph 2, and any other sum provided for herein, (b) repossess the System; (c) immediately cease further work on the installation of the System; (d) terminate this Agreement by giving ten (10) day written notice to Customer; and (e) pursue any other remedy at law now or hereafter existing. In the event of a repossession of the System and resale thereof, Customer shall be responsible to Company for any deficiency remaining after Company applies the proceeds of such resale, first to all costs of repossession and resale, including, but not limited to, storage, repair, renovation, alteration, attorney's fees, collection costs and commissions, and then to the unpaid amount due hereunder.

20. COMPLIANCE WITH LAWS. Customer agrees to use the System strictly in compliance with all applicable laws and regulations. Company assumes no responsibility for any unlawful activity on Customer's part. Should Customer's unlawful activity subject Company to any civil or criminal liability for any reason, Customer agrees to indemnify, defend and hold harmless Company from any such potential or actual liability, including payment of all attorneys fees and court costs related to such matters.

21. ENTIRE AGREEMENT. This Agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements or the parties and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by parties or their duly authorized agent. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

Alliance Security, Inc.

Alliance Security, Inc. aka AH Security, Inc.

85 Garfield Ave

CRANSTON, RI 02920

1-855-669-2559

License: (GA)LVU406003;(NJ)34BX00014800;(OK)101475;(MD)107-1902;(IL)127.001563;(AZ)Not A Licensed Contractor;(AZ)BTR 18520;(VA)11-8911;(WA)ALLIAS1861KL;(MS)15023800;(AR)CMPY.0002285;(UT)9090930-6501;(NC)27185-SP-FA/LV;(NM)38226;(IA)AC-288;(MI)3601206785;(DE)15-100;(NY)12000312280;(FL)EF20000848;(RI)1884;(OH)53.89.1723;(NV)0078299;(TX)ACR-1777643;(CA)ACO 7257;(TX)B15750;(MA)9699A;(CT)ELC.0180118-E1;(PA)PA049097;(AL)2015/16-1545;(SC)BAC 13513;(SC)FAC 13513;(NC)1958-CSA;(TN)1718;

ALARM MONITORING AGREEMENT

Owner of Home / Business:		First		Last		Effective Date	
Spouse / Resident:		First		Last		mm / dd / yy	
Name of Business:						Social Security	
Premise Address:						Homeowner / Business Owner	
City:						Spouse / Resident	
State:				Zip+4:		Extended Service Option: (Residential Customer Only) \$50.00 Trip Charge (See Section 16):	
Billing Address: (If different from Premise)				City:		Yes <input type="checkbox"/> No <input type="checkbox"/>	
Phone: (Home / Business Owner)		Phone: (Spouse / Resident)		Email: (Home / Business Owner)			

Monthly Fee*:

\$

*PLUS APPLICABLE TAX

By indicating below, customer acknowledges receiving appropriate terms and conditions for the following provider (check one):

Alarm.com ☐ AlarmNET ☐ Telular ☐

Checking Account

ABA Routing Number:

Account Number:

Credit Card Information

Credit Card Number:

Expiration Date:

mm / yy

Monthly Auto Payment Enrollment

Visa ☐ MasterCard ☐

Check One

This agreement is made by and between Alliance Security, Inc. (the "Company") and the owner of the home or business shown above (the "Customer") on the effective date indicated above. The Company agrees to provide, or cause to be provided, the alarm monitoring services for the alarm system (the "System") installed at the residence or business address indicated above (the "Premise(s)").

1. THE SERVICE: Upon receipt of an alarm signal from the Customer Premise, Company is responsible only for attempting to notify, as appropriate to the type of signal, the Customer, persons submitted to Company on Customer's contact list, a guard service, and/or the appropriate responding agency. For burglary signals, Company will attempt to verify that an emergency exists by calling the Customer's primary contact number and then, if necessary, the person designated for enhanced verification on the Customer's contact list. If a contacted person indicates that there is an emergency or if no contact is made with either person, Company will attempt to contact the appropriate responding agency. For non-emergency signals like low battery and trouble, Company will only attempt to contact Customer between 7:00 a.m. and 10:00 p.m. Company may choose not to respond to non-emergency signals in periods with high alarm signal traffic in the monitoring center. Company and Customer must comply with local notification and response requirements, which may now or in the future include visual verification of an emergency condition prior to response. Customer agrees to pay any charge associated with this requirement.

2. DISCLAIMER OF WARRANTIES: NEITHER COMPANY NOR ITS CONTRACTOR REPRESENTS OR WARRANTS THAT THE SYSTEM OR THE MONITORING SERVICES WILL PREVENT ANY LOSS BY BURGLARY, FIRE, ROBBERY OR OTHERWISE, OR WILL, IN ALL CASES, PROVIDE THE SPECIFIED NOTIFICATION SERVICE. Customer understands that there are no warranties which extend beyond the face of this Agreement and acknowledges that neither Company nor its contractor has made any representation or warranty, express or implied, including without limitation, about the condition of the System or monitoring service, their merchantability, or their fitness for any particular purpose, other than those expressly contained in this Agreement. Customer understands and acknowledges that the System, Transmission System (See Section 9), or Company's or its contractor's equipment may not function properly; that the Company or its contractor may not respond properly to the receipt of an alarm signal; and that neither Company nor its contractor has control over the response time or capability of any agency or person notified. **CUSTOMER ALSO UNDERSTANDS THAT IN THE EVENT THAT THE COMPANY IS DETERMINED TO BE DIRECTLY OR INDIRECTLY LIABLE FOR ANY LOSS, DAMAGE, OR INJURY THAT THE \$1,000 LIMIT OF LIABILITY IN SECTION 5 APPLIES.**

3. SERVICE FEES AND TERM OF AGREEMENT: This Agreement shall continue for an initial term of five (5) years ("Initial Term") unless earlier terminated pursuant to the provisions hereof, and shall thereafter automatically renew for successive one (1) year term(s) ("Renewal Term"). Customer may cancel this Agreement by sending a signed request for cancellation to Company which includes Customer's name, address, account number, and password at least thirty (30) days before the end of the then-current term. If cancelled, this Agreement ends on the last day of the then-current term. Customer agrees to pay the Total Monthly Fee above plus all applicable taxes, permit fees, false alarm charges, communication charges, failed payment charges, guard charges, service charges, late charges, or other related charges, if applicable, whether imposed on Company or Customer. The Company may not increase the Total Monthly Fee during the Initial Term if the Initial Term of this agreement is 60 months or more; however, the Company may increase Total Monthly Fee during the Initial Term up to 5% annually without prior notice if Customer agrees to an Initial Term of less than 60 months. Company may increase Total Monthly Fee up to 5% annually during any Renewal Term without prior notice. There is a twenty five dollar (\$25.00) charge on each failed payment. Customer understands that the city or county in which Customer's Premises are located may require that Customer obtain and maintain at Customer's expense a license or permit for the use and monitoring of an alarm system. If Customer fails to maintain and/or provide or update any required license or permit, Company will not be held responsible for performing the Services and may terminate the Services without notice to Customer.

FINANCIAL DISCLOSURE STATEMENT**THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT**

A. Number of Payments
for the Initial Term is:
60

B. Amount of Each Payment is
\$
(Monthly Fee from above)

Total of Payments for the Initial Term is \$ (A x B)
(Plus applicable levies, charges, taxes, fees, fines, and rate increases)

Late Charge - Company may impose a late charge of up to \$5 on each payment that is more than ten (10) days past due.

Prepayment - If you prepay amounts due under this agreement there is no penalty or refund. See Section 8 of this Agreement for information about nonpayment, default, and liquidated damages.

CUSTOMER RESPONSIBILITY TO READ AGREEMENT: CUSTOMER ACKNOWLEDGES RECEIPT OF A COMPLETE COPY OF THIS AGREEMENT AND TWO COPIES OF THE NOTICE OF CANCELLATION FORM AND HAS READ AND UNDERSTOOD ALL TERMS AND CONDITIONS INCLUDING THOSE CONTAINED ON THE REVERSE SIDE AND INCORPORATED BY REFERENCE HEREIN. THESE TERMS AND CONDITIONS INCLUDE A DISCLAIMER OF WARRANTIES IN SECTION 2, A ONE THOUSAND DOLLAR (\$1,000) LIMITATION OF LIABILITY IN SECTION 5, A LIST OF CUSTOMER'S DUTIES IN SECTION 6, TRANSMISSION SYSTEM IN SECTION 9, A NOTICE OF NON-RESPONSE IN SECTION 10, AND AN AUTHORIZATION TO OBTAIN A CONSUMER CREDIT REPORT IN SECTION 19. CUSTOMER AUTHORIZES ALL INFORMATION TO BE USED FOR THE PURPOSES OF THE AGREEMENT. CUSTOMER ALSO ACKNOWLEDGES BEING ORALLY INFORMED OF

1. **THE SERVICE:** Upon receipt of an alarm signal from the Customer Premise, Company is responsible only for attempting to notify, as appropriate to the type of signal, the Customer persons submitted to Company on Customer's contact list, a guard service, and/or the appropriate responding agency. For burglary signals, Company will attempt to verify that an emergency exists by calling the Customer's primary contact number and then, if necessary, the person designated for enhanced verification on the Customer's contact list. If a contacted person indicates that there is an emergency or if no contact is made with either person, Company will attempt to contact the appropriate responding agency. For non-emergency signals like low battery and trouble, Company will only attempt to contact Customer between 7:00 a.m. and 10:00 p.m. Company may choose not to respond to non-emergency signals in periods with high alarm signal traffic in the monitoring center. Company and Customer must comply with local notification and response requirements, which may now or in the future include visual verification of an emergency condition prior to response. Customer agrees to pay any charge associated with this requirement.

2. **DISCLAIMER OF WARRANTIES:** NEITHER COMPANY NOR ITS CONTRACTOR REPRESENTS OR WARRANTS THAT THE SYSTEM OR THE MONITORING SERVICES WILL PREVENT ANY LOSS BY BURGLARY, FIRE, ROBBERY OR OTHERWISE, OR WILL, IN ALL CASES, PROVIDE THE SPECIFIED NOTIFICATION SERVICE. Customer understands that there are no warranties which extend beyond the face of this Agreement and acknowledges that neither Company nor its contractor has made any representation or warranty, express or implied, including without limitation, about the condition of the System or monitoring service, their merchantability, or their fitness for any particular purpose, other than those expressly contained in this Agreement. Customer understands and acknowledges that the System, Transmission System (See Section 9), or Company's or its contractor's equipment may not function properly; that the Company or its contractor may not respond properly to the receipt of an alarm signal; and that neither Company nor its contractor has control over the response time or capability of any agency or person notified. **CUSTOMER ALSO UNDERSTANDS THAT IN THE EVENT THAT THE COMPANY IS DETERMINED TO BE DIRECTLY OR INDIRECTLY LIABLE FOR ANY LOSS, DAMAGE, OR INJURY THAT THE \$1,000 LIMIT OF LIABILITY IN SECTION 5 APPLIES.**

3. **SERVICE FEES AND TERM OF AGREEMENT:** This Agreement shall continue for an initial term of five (5) years ("Initial Term") unless earlier terminated pursuant to the provisions hereof, and shall thereafter automatically renew for successive one (1) year term(s) ("Renewal Term"). Customer may cancel this Agreement by sending a signed request for cancellation to Company which includes Customer's name, address, account number, and password at least thirty (30) days before the end of the then-current term. If cancelled, this Agreement ends on the last day of the then-current term. Customer agrees to pay the Total Monthly Fee above plus all applicable taxes, permit fees, false alarm charges, communication charges, failed payment charges, guard charges, service charges, late charges, or other related charges, if applicable, whether imposed on Company or Customer. The Company may not increase the Total Monthly Fee during the Initial Term if the Initial Term of this agreement is 60 months or more; however, the Company may increase Total Monthly Fee during the Initial Term up to 5% annually without prior notice if Customer agrees to an Initial Term of less than 60 months. Company may increase Total Monthly Fee up to 5% annually during any Renewal Term without prior notice. There is a twenty five dollar (\$25.00) charge on each failed payment. Customer understands that the city or county in which Customer's Premises are located may require that Customer obtain and maintain at Customer's expense a license or permit for the use and monitoring of an alarm system. If Customer fails to maintain and/or provide or update any required license or permit, Company will not be held responsible for performing the Services and may terminate the Services without notice to Customer.

FINANCIAL DISCLOSURE STATEMENT

THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT

A. Number of Payments for the Initial Term is: 60	B. Amount of Each Payment is \$ _____ (Monthly Fee from above)	Total of Payments for the Initial Term is \$ _____ (A x B) (Plus applicable levies, charges, taxes, fees, fines, and rate increases)
Late Charge - Company may impose a late charge of up to \$5 on each payment that is more than ten (10) days past due.	Prepayment - If you prepay amounts due under this agreement there is no penalty or refund.	See Section 8 of this Agreement for information about nonpayment, default, and liquidated damages.

CUSTOMER RESPONSIBILITY TO READ AGREEMENT: CUSTOMER ACKNOWLEDGES RECEIPT OF A COMPLETE COPY OF THIS AGREEMENT AND TWO COPIES OF THE NOTICE OF CANCELLATION FORM AND HAS READ AND UNDERSTOOD ALL TERMS AND CONDITIONS INCLUDING THOSE CONTAINED ON THE REVERSE SIDE AND INCORPORATED BY REFERENCE HEREIN. THESE TERMS AND CONDITIONS INCLUDE A DISCLAIMER OF WARRANTIES IN SECTION 2, A ONE THOUSAND DOLLAR (\$1,000) LIMITATION OF LIABILITY IN SECTION 5, A LIST OF CUSTOMER'S DUTIES IN SECTION 6, TRANSMISSION SYSTEM IN SECTION 9, AN ARBITRATION CLAUSE IN SECTION 14, AND AN AUTHORIZATION TO OBTAIN A CONSUMER CREDIT REPORT IN SECTION 19. CUSTOMER AUTHORIZES PAYMENT OF ALL AMOUNTS DUE TO COMPANY BY THE METHOD SPECIFIED ABOVE. CUSTOMER ALSO ACKNOWLEDGES BEING ORALLY INFORMED OF CUSTOMER'S RIGHT TO CANCEL AT THE TIME OF EXECUTION OF THIS AGREEMENT.

RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. PLEASE SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

ACCEPTED AND COPY RECEIVED BY:

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNTIL COMPANY BEGINS MONITORING SERVICE.

Homeowner/Business Owner Signature	Date	Representative Signature	State ID#
Spouse/Resident Signature	Date	Rep Last Name	
FOR OFFICE USE ONLY			
<input type="checkbox"/> Digital Monitoring	Account Number	Date Installed:	Next Billing Date:
<input type="checkbox"/> Two-Way Voice		mm / dd / yy	mm / dd / yy
			Trans ID:

AMA_GENERIC_60_012014

NOTICE OF CANCELLATION

DEALER: _____ CUSTOMER NAME: _____ DATE OF TRANSACTION: _____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO: ALLIANCE SECURITY, INC. AT 85 GARFIELD AVE CRANSTON, RI 02920 NOT LATER THAN MIDNIGHT OF _____.

☐ I Hereby Cancel This Transaction

BUYER'S SIGNATURE: _____ DATE: _____

**ALARM.COM®****Alarm.com Terms**

IMPORTANT -- READ CAREFULLY: You have agreed to purchase residential or commercial security, video, still-photo imaging and/or home automation products and services from an independently owned and operated security services dealer ("Dealer") pursuant to an agreement with the Dealer ("Dealer Agreement"). Alarm.com Incorporated, a Delaware corporation ("Alarm.com" or "us" or "we"), has authorized the Dealer to market and sell Alarm.com's services ("Services") to you with certain hardware and other products, including communication modules, video, imaging and/or home automation devices ("Equipment") that enable the Services. Sections A1 through A12 herein constitute the terms and conditions of Alarm.com's offering of the Equipment and Services ("Terms") and are part of your agreement with the Dealer and contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A5) applicable to the Services and the Equipment. By signing your agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, you agree to be bound by these Alarm.com Terms. You agree that these Alarm.com Terms may be enforced by us directly.

A1. Pursuant to the Dealer Agreement, you have agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. You acknowledge and agree that (a) you have had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) you accept the Alarm.com Terms and agree to be bound by them, and (c) if, for any reason, you don't remain an Alarm.com subscriber or if the Services become unavailable to you for any reason, you will have no right of refund, return or deinstallation with respect to any Services or any Equipment, except if and to the extent otherwise required by law. We may modify these Alarm.com Terms from time to time to comply with applicable law.

A2. The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, "Materials") and Services. You will not (a) use, or cause or permit any other person or entity to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Materials, (ii) the transferring or purported resale, licensing or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside the United States or any other act in violation of any relevant export laws or regulations.

A3. If your Services include emergency two-way voice over a cellular or internet connection, you acknowledge that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service you understand and accept the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If your Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by you only for a limited time based on the quantity of storage you have ordered from your Dealer. We have no control over and take no responsibility for the placement of cameras and their view. You agree to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct, and we may disconnect the cameras from the Services if you, in our sole determination, breach this covenant. We do not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond our control. We may disclose stored video clips and still-photo images in response to a subpoena or a government request or order. If the Equipment provided by your Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then you understand and accept that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings. If the Equipment provided by your Dealer includes home automation devices (such as thermostats, lighting controls and door locks), you understand that such devices may not work together with the Equipment and Alarm.com Services, and you may be unable to control the devices using the Equipment or Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices.

A4. THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT OR BYPASS A MATERIAL DEFECT IN THE SERVICES. IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS ("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO YOU UNLESS YOU HAVE ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY US ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (a) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THIS LIMITED WARRANTY, (b) ALL IMPLIED WARRANTIES TO YOU OF ANY KIND, AND (c) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT OR NON-INFRINGEMENT, EXCEPT FOR THE LIMITED WARRANTY. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT OF ALL SERVICES, ALL EQUIPMENT

AND BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO YOU, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COM'S LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR YOUR USE OF THE SERVICES.

(C) YOU HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. UNDER NO CIRCUMSTANCES WILL ALARM.COM BE LIABLE TO YOU FOR ANY CONSEQUENTIAL DAMAGES.

(D) YOU MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO US. IF YOU ELECT THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.

A6. You agree and acknowledge that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. You agree and acknowledge that the use of the Services, Materials and/or Equipment is voluntary.

A7. If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then you will repay to us (i) any amount that we are required to pay or that we agree to pay in settlement of the claim, and (ii) the amount of our reasonable attorney's fees and any other losses and costs that we may incur in connection with the harm, damages, injury or loss.

A8. You understand and agree that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on your heirs, administrators, custodians, trustees, agents and successors.

A9. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, AND EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

A10. These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If you are a resident or business located in the State of California, the following applies to you: If either you or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to California Code of Civil Procedure section 638 et seq. and 641 through 645.1 or any successor statutes thereto.

A11. If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third party beneficiary

use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct, and we may disconnect the cameras from the Services if you, in our sole determination, breach this covenant. We do not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, Internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond our control. We may disclose stored video clips and still-photo images in response to a subpoena or a government request or order. If the Equipment provided by your Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then you understand and accept that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings. If the Equipment provided by your Dealer includes home automation devices (such as thermostats, lighting controls and door locks), you understand that such devices may not work together with the Equipment and Alarm.com Services, and you may be unable to control the devices using the Equipment or Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices.

A4. THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT OR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS ("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO YOU UNLESS YOU HAVE ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY US ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (a) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THIS LIMITED WARRANTY, (b) ALL IMPLIED WARRANTIES TO YOU OF ANY KIND, AND (c) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH YOU. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

A5. (A) YOU AGREE THAT ALARM.COM IS NOT AN INSURER OF YOUR PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND YOUR PREMISES. THE PRICES THAT WE CHARGE FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES WE PROVIDE AND NOT THE VALUE OF YOUR PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY YOU FROM A THIRD PARTY.

(B) ALARM.COM IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECT OR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUR EVEN IF DUE TO ALARM.COM'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER

A7. If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then you will repay to us (i) any amount that we are required to pay or that we agree to pay in settlement of the claim, and (ii) the amount of our reasonable attorney's fees and any other losses and costs that we may incur in connection with the harm, damages, injury or loss.

A8. You understand and agree that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on your heirs, administrators, custodians, trustees, agents and successors.

A9. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, AND EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

A10. These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If you are a resident or business located in the State of California, the following applies to you: If either you or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to California Code of Civil Procedure section 638 et seq. and 641 through 645.1 or any successor statutes thereto.

A11. If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

A12. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

* * *

ADC_REVISED_012014